

Town

R E S O L U T I O N

Whereas, Fred Willmer, Cecil Kent, Carl Anderson, William Howard, Lyman Barney, Lloyd Watkins, Brown Long, Henry Neiberger, Jr., Paul Johnson, Frank Cymanski, Walter Roper, J. W. Baldwin and L. D. Kuhnke have formed an unincorporated association known as the West Hudson Sanitary Association, for the purpose of complying with the provisions of Ordinance No. 46 of the Town of Hudson, Weld County, Colorado, by constructing a system for the disposal of liquid overflow from the septic tanks of the members of said association, and

Whereas, said association has made application to the Board of Trustees of said Town for permission to use the streets and alleys of said town for the purpose of such construction under the terms and conditions of an agreement, a duplicate of which is attached hereto, marked "Exhibit A" and by reference is made a part hereof, and

Whereas, in the opinion of the Board of Trustees of the Town of Hudson, said agreement should be approved as beneficial to the public health and welfare of the Town of Hudson,

Now Therefore, be it resolved by the Board of Trustees of the Town of Hudson that said agreement and the terms and conditions thereof be and the same are hereby approved, and

Be it further resolved, that the Mayor and Clerk of said Town be and they are hereby authorized and directed to execute said agreement for and on behalf of said Town.

Passed and Adopted this 1<sup>st</sup> day of October, A. D. 1951.

Attest:

Mayor

Town Clerk

## A G R E E M E N T

This agreement, made and entered into this 1<sup>st</sup> day of October, A. D. 1951, by and between the West Hudson Sanitary Association, an unincorporated association of property owners of the Town of Hudson, party of the first part, and the Town of Hudson, a municipal corporation of Weld County, Colorado, party of the second part, Witnesseth:

That in consideration of the sum of One Dollar in hand paid second party by first party, the receipt whereof is hereby acknowledged, and in further consideration of the covenants herein contained to be performed and kept by first party, it is hereby agreed:

1. That first party be and is hereby permitted to construct and maintain beneath the streets and alleys of the Town of Hudson, lying west of Highway No. 6, a system of tile for the disposal of liquid overflow from septic tanks owned by members of first party, upon the terms and conditions herein-after set forth, to-wit:
  - (a) Said tile system shall be laid not nearer to the surface than two and one half (2 $\frac{1}{2}$ ) feet.
  - (b) The interior of said tile shall be not less than six (6) inches in diameter.
  - (c) Said tile lines shall be laid adjacent to and along the edges of the streets and alleys used by first party except when such lines shall cross such streets and alleys.
  - (d) Standard drain tile may be used in said construction except where said tile lines shall be constructed across any street or across any water main of the Town of Hudson, in which event, said tile line shall be constructed of sealed tile. Drain tile shall not be used within a distance of thirty feet from any water main of the Town of Hudson.
  - (e) All construction and maintenance shall be per-

(2)

formed and completed as rapidly as possible without unreasonable interference with the public use of said streets and alleys and with the use of all necessary care for the protection of public safety.

2. First party agrees:

(a) That it will hold second party harmless from any and all suits for damages and from any and all costs, attorneys fees and judgments incurred by second party arising from the construction, maintenance, use or removal of said tile line.

(b) That it will not permit the discharge into said tile line of any solid sewage.

(c) That it will keep said tile line in proper repair.

(d) That it will promptly reimburse second party for any expense incurred by second party by reason of the construction, maintenance, use or removal of said tile line.

(e) That it will permit no person, firm or corporation to connect with or remain connected with said tile line unless said person, firm or corporation shall be or become a member of said association and become or remain bound by these agreements.

(f) That it will not discharge any sewage from said tile line nor permit the same to be discharged in such a manner that the same will flow or be exposed upon the surface of the ground either within or without the boundaries of the Town of Hudson.

(g) That in the event this agreement is terminated as hereinafter provided, first party shall promptly discontinue the use of any and all tile lines beneath said streets and alleys and in the event first party shall thereafter continue to use said line, second party may, at the expense of first party, disconnect all private lines from the lines beneath such streets and alleys.

(h) That upon completion of the construction of said

(3)

tile line or any addition thereto, first party shall promptly file with the Clerk of the Town of Hudson an accurate map showing the location of any and all tile lines beneath said streets and alleys.

3. Second party agrees:

(a) That it will grant no franchises or permits for the use of such streets and alleys which will result in damage to or destruction of the tile line of first party without providing for compensation therefor.

(b) That it will repair at its own expense any damage to the tile line of first party caused by negligence of any employee of second party.

4. This agreement shall remain in full force and effect until terminated as follows:

(a) In the event second party shall construct a sanitary sewer for the use of all property owners in the territory included in this agreement, second party may require connection with said sewer and this agreement shall be thereby terminated.

(b) Upon the breach of this agreement, or any of the terms thereof, by first party, second party shall give written notice of such breach and in the event first party shall fail within fifteen days from receipt of said notice to fully comply with the terms of this agreement, then this agreement shall be thereby terminated.

(c) First party shall have the right to terminate this agreement by giving thirty days notice of such termination and by disconnecting all private lines from the tile lines under said streets and alleys.

5. All tile used in said line shall remain the property of first party and upon termination of this agreement may be removed

(4)

by first party.

6. If said tile line be not removed by first party within six months from the termination of this agreement, then said tile line shall become the property of second party and all rights to remove same from the streets and alleys shall be forfeited.

In Witness Whereof, the parties hereto have caused their names and seals to be hereunto subscribed the day and year first above written.

WEST HUDSON SANITARY ASSOCIATION,  
First Party

BY \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOWN OF HUDSON

By \_\_\_\_\_

Mayor

Attest:

\_\_\_\_\_  
Town Clerk

(Second party)